


SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 		RATING N/A	PAGE OF PAGES 1
2. CONTRACT NUMBER	3. SOLICITATION NUMBER PR-NC-04-10326	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER PR-NC-04-10326
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE	8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)		
Environmental Protection Agency RTP Procurement Operations Division (D143-01) 4930 Old Page Road Research Triangle Park, NC 27709			Environmental Protection Agency RTP Procurement Operations Division (D143-01) Research Triangle Park, NC 27711		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in item 7 until 01:00 PM local time 6/8/04
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME LENORA HILLIARD	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS hilliard.lenora@epa.gov
		AREA CODE 919	NUMBER 541-4392	EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE []		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) 		ITEM
24. ADMINISTERED BY (If other than item 7)	CODE	25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusableSTANDARD FORM 33 (REV. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 FIXED RATES FOR SERVICES--INDEFINITE DELIVERY/INDEFINITE QUANTITY
CONTRACT (EPAAR 1552.216-73) (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

BASE Period

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0001A	Program Manager (PL-3)	100	\$ _____	\$ _____
0001B	QA Project Manger (PL-2)	100	\$ _____	\$ _____
0001C	QA Tech Evaluator (TL-2)	1,200	\$ _____	\$ _____
0001D	Admin/Clerical Support	100	\$ _____	\$ _____

Option Period I

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0002A	Program Manager (PL-3)	100	\$ _____	\$ _____
0002B	QA Project Manger (PL-2)	100	\$ _____	\$ _____
0002C	QA Tech Evaluator (TL-2)	1,200	\$ _____	\$ _____
0002D	Admin/Clerical Support	100	\$ _____	\$ _____

Option Period II

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0003A	Program Manager (PL-3)	100	\$ _____	\$ _____
0003B	QA Project Manger (PL-2)	100	\$ _____	\$ _____
0003C	QA Tech Evaluator (TL-2)	1,200	\$ _____	\$ _____
0003D	Admin/Clerical Support	100	\$ _____	\$ _____

Option Period III

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0004A	Program Manager (PL-3)	100	\$ _____	\$ _____
0004B	QA Project Manger (PL-2)	100	\$ _____	\$ _____
0004C	QA Tech Evaluator (TL-2)	1,200	\$ _____	\$ _____
0004D	Admin/Clerical Support	100	\$ _____	\$ _____

Option Period IV

Item	Labor Classification	Estimated Direct Labor Hours	Fixed Hourly Rate	Total
0005A	Program Manager (PL-3)	100	\$ _____	\$ _____
0005B	QA Project Manger (PL-2)	100	\$ _____	\$ _____
0005C	QA Tech Evaluator (TL-2)	1,200	\$ _____	\$ _____
0005D	Admin/Clerical Support	100	\$ _____	\$ _____

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Contractor shall voucher for only the time of the personnel whose services are applied directly to the work called for in individual Task Orders and accepted by the Project Officer. The Government shall pay the Contractor for the life of a delivery order at rates in effect when the delivery order was issued, even if performance under the delivery order crosses into another period. The Contractor shall maintain time and labor distribution records for all employees who work under the contract. These records must document time worked and work performed by each individual on all Task Orders.

B.2 MINIMUM AND MAXIMUM AMOUNTS (EP 52.216-140) (APR 1984)

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$ 10,000. The amount of all orders shall not exceed \$ To be determined at time of award.

B.3 Fixed Rates

Fixed rates proposed for the labor categories contained in Clause B.1 shall be inclusive of all necessary travel and/or Other Direct Costs if any are anticipated by the offeror.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.

17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in Attachment 1.

The Contractor shall perform work under this contract only as directed in Task Orders issued by the Contracting Officer.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP 52.210-120) (APR 1984)

The Contractor's technical proposal entitled, " TBD " dated TBD, is incorporated by reference and made a part of this contract. In the event of any inconsistency between the provisions of this contract and the Contractor's technical proposal, the contract provisions take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of

directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b)(1) and (b)(2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG),

which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[]				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
[X] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
[] Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
[] Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, QA/R-2. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
[] Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
[] Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated	Award of contract

03/20/02]

<input checked="" type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Award of contract
<input checked="" type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Other Equivalent:		<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, QA/R-5.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Task Order Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at:

Research Triangle Park, North Carolina. See Statement of Work for building location.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER

F.2 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.3 EFFECTIVE PERIOD OF CONTRACT--TIME AND MATERIALS, LABOR HOUR, OR INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EP 52.212-155) (APR 1984)

The effective period of this contract is from date of award through 12 months.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ORDERING--BY DESIGNATED ORDERING OFFICERS (EPAAR 1552.216-72) (APR 1984)**

(a) The Contracting Officer will order any services to be furnished under this contract by issuing delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of the contract through the expiration date of the contract.

(b) A Standard Form 30 will be the method of amending delivery orders.

(c) The Contractor shall acknowledge receipt of each order and shall prepare and forward to the Ordering Officer within ten (10) calendar days the proposed staffing plan for accomplishing the assigned task within the period specified.

(d) If the Contractor considers the estimated labor hours or specified work completion date to be unreasonable, he/she shall promptly notify the Ordering Officer and Contracting Officer in writing within 10 calendar days, stating why the estimated labor hours or specified completion date is considered unreasonable.

(e) Each delivery order will have a ceiling price, which the Contractor may not exceed. When the Contractor has reason to believe that the labor payment and support costs for the order, which will accrue in the next thirty (30) days, will bring total cost to over 85 percent of the ceiling price specified in the order, the Contractor shall notify the Ordering Officer.

(f) Paragraphs (c), (d), and (e) of this clause apply only when services are being ordered.

G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) ALTERNATE I (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract: the original and two copies to the Accounting Operations Office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -

Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual delivery orders, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each delivery order and for the contract total, as well as any supporting data for each delivery order as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(3) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract. The degree of detail for any subcontract exceeding \$5,000 is to be the same as that set forth under (c) (2).

(4) The charges for consultants shall be further detailed in the supporting schedule showing the major cost elements of each consultant. For current costs, each major cost element of the consulting agreement shall also include the supporting schedule identified in the invoice preparation instructions.

(d) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(e) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.3 PAYMENTS--FIXED-RATE SERVICES CONTRACT (EPAAR 1552.232-73) (OCT 2000)

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expenses, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the paying office. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job, timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the "Disputes" clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials, other direct costs, and subcontracts.

(1) The allowability of direct materials and other direct costs shall be determined by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract. Reasonable and allocable material handling costs or indirect costs may be included in the charge for material or other direct costs to the extent they are clearly excluded from the hourly rate. Material handling and/or indirect cost rates are specified in the "Indirect Costs" clause. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR. The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials or other direct costs, as used in this clause, are those items which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) Subcontracted effort may be included in the fixed hourly rates discussed in paragraph (a)(1) of this clause and will be reimbursed as discussed in that paragraph. Otherwise, the cost of subcontracts that are

authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause provided that the costs are consistent with subparagraph (3) of this clause. Reimbursable costs in connection with subcontracts shall be payable to subcontractors consistent with FAR 32.504 in the same manner as for items and services purchased directly for the contract under paragraph (a)(1) of this clause. Reimbursable costs shall not include any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(3) To the extent able, the Contractor shall (i) obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and (ii) take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(4) If the nature of the work to be performed requires the Contractor to furnish material which is regularly sold to the general public in the normal course of business by the Contractor, the price to be paid for such material, notwithstanding (b)(1) above, shall be on the basis of an established catalog or list price, in effect when the material is furnished, less all applicable discounts to the Government; provided, that in no event shall such price be in excess of the Contractor's sales price to its most favored customer for the same item in like quantity, or the current market price, whichever is lower.

(c) Contracting Officer notification: For contract administration purposes, the Contractor shall notify the Contracting Officer in writing when the total value of all delivery orders issued exceeds 85 percent of the maximum price specified in the schedule.

(d) Maximum amount. The Government shall not be obligated to pay the Contractor any amount in excess of the maximum amount in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the maximum amount set forth in the Schedule, unless or until the Contracting Officer shall have notified the Contractor in writing that the maximum amount has been increased and shall have specified in the notice a revised maximum that shall constitute the maximum amount for performance under this contract. When and to the extent that the maximum amount set forth in the Schedule has been increased, any hours expended, and material or other direct costs incurred by the Contractor in excess of the maximum amount before the increase, shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the maximum amount.

(e) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for

underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event, later than one year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.4 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

To Be Determined

G.7 ACCESS TO GOVERNMENT PROPERTY, SERVICE, AND/OR SPACE (RTP-G-1)

1. A portion of the effort required to be accomplished under this contract must be performed at a Government facility. The Contractor shall be granted ingress and egress at such Government facility.

2. While Contractor personnel are at the Government facility, the Contractor is responsible for compliance with all laws, rules, and regulations governing conduct with respect to health and safety as they relate not only to their employees and agents, but also to other personnel who are Government employees or agents of the Government, and to property at the site regardless of ownership.

3. When the Contractor's team arrives at the Government facility, the team leader will make detailed arrangements with the Project Officer for access to and availability of the property, services, and space as listed hereafter.

4. While on Government premises and in possession of Government property, the Contractor is considered to be a bailee for hire, and subject to all duties thereof.

5. The Government property, services, and/or space as listed hereafter to which the Contractor shall have access under this clause shall be made available at the Government facility. In the event the property to which the Contractor is to have access is not made available as scheduled, the Contracting Officer shall, upon timely written request made by the Contractor, make a determination of the delay, if any, occasioned the Contractor thereby and shall equitably adjust the delivery or performance dates of the Contract and any other contractual provisions affected by any such delay, in accordance with the procedures provided for in the clause of the contract entitled "Changes."

LOCATION:

US EPA - Main Campus
Officer of Research and Development/NHEERL
109 Alexander Drive

Research Triangle Park, NC 27711

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) *Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor

shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at:
<http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
 ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise

to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (OCT 2002)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings:

- 0 = Unsatisfactory,
- 1 = Poor,
- 2 = Fair,
- 3 = Good,
- 4 = Excellent,
- 5 = Outstanding,
- N/A = Not Applicable.

The contractor may be evaluated based on the following performance categories:

- Quality,
- Cost Control,
- Timeliness of Performance,
- Business Relations,

Compliance with Labor Standards,
Compliance with Safety Standards, and
Meeting Small Disadvantaged Business Subcontracting Requirements.

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

(1) Complete a description of the contract requirements;

(2) Evaluate contractor performance and assign a rating for quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories (including a narrative for each rating);

(3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations and meeting small disadvantaged business subcontracting requirements performance categories (including a narrative for each rating).

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, timeliness of performance, compliance with labor standards, and compliance with safety standards performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to

the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

- (1) Review the contracting officer's written recommendation; and
- (2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.4 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT-- INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (EPAAR 1552.217-76) (APR 1984) DEVIATION

(a) The Government has the option to extend the effective period of this contract for 4 additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 60 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the options are exercised, the "Minimum and Maximum Contract Amount" clause will be modified to reflect new and separate maximum amounts:

To Be Determined at Contract Award

(c) The "Effective Period of the Contract" clause will be modified as follows:

Period	Start Date	End Date
Option Period I	10/01/05	09/30/06
Option Period II	10/01/06	09/30/07
Option Period III	10/01/07	09/30/08
Option Period IV	10/01/08	09/30/09

H.5 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any

subcontract that may provide for additional subcontracting opportunities.

H.6 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.7 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.8 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures

for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information

Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.9 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

Program Manager
QA Project Manager
QA Technical Evaluator

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.10 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.11 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 3_calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice

should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.12 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

H.13 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (RTP-H-1)

The Contractor's insurance requirements of Clause 52.228-5, Insurance--Work on a Government Installation (JAN 1997), shall be as follows:

At a minimum, the Contractor shall procure and maintain the following types and amounts of insurance:

(1) Workmen's compensation and occupational disease insurance in amounts sufficient to satisfy Federal and State laws;

(2) Employer's liability insurance of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers;

(3) General liability insurance for bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.; and

(4) Automobile liability insurance written on the comprehensive form of policy providing for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of the contract of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of

liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.14 GOVERNMENT HOLIDAYS (RTP-H-10)

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
 Martin Luther King's Birthday
 Presidents' Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veterans' Day
 Thanksgiving Day
 Christmas Day

H.15 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES (RTP-H-2)

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, placemarkers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.16 SUBCONTRACTOR - KEY PERSONNEL (RTP-H-9)

(a) The Contractor's proposal which resulted in award of this contract indicated that a portion(s) of the work hereunder would be performed under a subcontract(s). As a part of this proposal, certain subcontractor key personnel were identified. It is hereby agreed and understood that the following subcontracts shall contain a provision which requires the following key personnel:

Subcontractor	Key Personnel	Title
TBD		

(b) It is further agreed and understood that the subcontract(s) listed above will contain the following provisions:

(1) during the first ninety (90) calendar days of performance the subcontractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment;

(2) the subcontractor shall notify the Contractor within 15 calendar days after the occurrence of any of the events in paragraph (1) above, and provide the information required by paragraph (4) below;

(3) after the initial ninety (90) day period, the subcontractor shall submit the information required by paragraph (4) to the Contractor at least 15 calendar days prior to making any permanent substitutions;

(4) the subcontractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contractor. Proposed substitutes should have comparable qualifications to those of the persons being replaced.

(c) If a substitution in key personnel is considered appropriate by the Contractor, the Contractor shall issue a modification to the subcontract. Prior to any such modification, the Contractor shall obtain the written consent of the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.222-3	JUN 2003	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND

		COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS
		TRANSFER--CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 ORDERING (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of the contract through the end of the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally,

by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **contract period maximum to be determined;**

(2) Any order for a combination of items in excess of **contract period maximum to be determined;**

(3) A series of orders from the same ordering office within 10 (ten) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 (seven) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days beyond the expiration date of the contract.

I.6 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (AUG 2003)

(a) Definitions. As used in this clause--

"Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

I.7 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (FAR 52.223-9) (AUG 2000)

(a) Definitions. As used in this clause--

"Postconsumer material" means a material or finished product that has

served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the Contracting Officer.

I.8 SUBCONTRACTS (FAR 52.244-2) (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

-----TBD-----

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical

performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4) (i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.9 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.10 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (APR 2003)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.11 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

I.12 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

Number	Attachment Title
-----	-----
1	Statement of Work
2	QASP
3	Reports of Work
4	Instrument Inventory
5	Client Authorization Letter
6	Past Performance Questionnaire

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that

owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$6 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.6 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this

solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking

lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
 (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.11 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C.

6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.12 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.),

5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

[] (v) The facility is not located in the United States or its outlying areas.

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from

the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
 Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.14 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
☐ Asian or Pacific Islander.
☐ Black or African American.
☐ White.

**K.15 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72)
 (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.16 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND
 PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.17 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

K.18 CONGRESSIONAL DISTRICT/DUN AND BRADSTREET NUMBER (RTP-K-1)

A. Congressional district for offeror's place of business (as noted on the SF1411):

Congressional district for offeror's place(s) of performance:

B. Dun and Bradstreet Number: _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.237-1	APR 1984	SITE VISIT

L.2 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.3 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Fixed-Rate Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Lenora Hilliard

Hand-Carried Address:

Environmental Protection Agency
4930 Old Page Road
Research Triangle Park, NC 27709

Mailing Address:

Environmental Protection Agency
RTP Procurement Operations Division (D143-01)
Research Triangle Park, NC 27711

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) *Definitions.* As used in the provision--

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

Uncompensated overtime rate is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x40 divided by 45=\$17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the

provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**L.7 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70)
(APR 1984)**

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.8 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of 10/01/04 and that the required effort will be uniformly incurred throughout each contract period.

L.9 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions:

(b) Cost or pricing proposal instructions:

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b)(2) through (b)(7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

(1) General - Submit other than cost or pricing information (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:

- (i) Clearly identify separate cost or pricing information associated with any:
 - (A) Options to extend the term of the contract;
 - (B) Options for the Government to order incremental quantities; and/or
 - (C) Major tasks, if required by the special instructions.
- (ii) **If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.**
- (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with

the proposed costs.

- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.
- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).
- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

(A) Individual's name;

(B) Annual salary and the period for which the salary is applicable;

(C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and

(D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

(3) Indirect costs (overhead, general, and administrative expenses).

- (i) If your rates have been recently approved, include a copy of the rate agreement.
- (ii) Submit supporting documentation for rates which have not been approved or audited.

(4) Travel expense.

- (i) If the solicitation specifies the amount of travel costs,

this amount is exclusive of any applicable indirect costs and fee.

- (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.

(5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.

(6) Equipment, facilities and special equipment, including tooling.

- (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
- (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)
- (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
- (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

- (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.
- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

L.10 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts

expected to exceed \$100,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and/or subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not

available, will be evaluated neither favorably nor unfavorably on past performance.

L.11 PREPROPOSAL CONFERENCE (EP 52.215-100) (APR 1984)

EPA will conduct a preproposal conference at 9:00am on May 18, 2004 at:

EPA Main Campus
Room B101
109 Alexander Dr.
Research Triangle Park, NC 27711

Offerors planning to attend the conference should provide written notification to Lenora Hilliard at hilliard.lenora@epa.gov at least 5 calendar days prior to the conference date.

L.12 PAST PERFORMANCE INFORMATION (EP 52.215-105) (MAY 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed 20% of the effort. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 3 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.
- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting Officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b).

(2) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(3) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(2) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., If the same reference has several contracts, send that reference a single notice citing all applicable contracts.) Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award

or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in Section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set for in Section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305(a)(2)(iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.13 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contracting officer, via email hilliard.lenora@epa.gov or by fax at (919) 541-4273. EPA must receive the questions no later than 2 calendar days after the pre-proposal conference. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.14 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.15 DEFINITION OF LABOR CLASSIFICATIONS (EP 52.215-120) (FEB 1985)

The following labor classification definitions are applicable to this requirement. When identifying individuals being proposed, specify in which of the categories shown in Clause B.2 the identified individual belongs.

PROFESSIONAL - Professional classifications apply to the labor categories of QA Project Manager and Program Manager as shown in Clause B.2.

Level 3 - Under general supervision of project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results; makes changes in methods, design or equipment where necessary. Operates with same latitude for unreviewed action or decision.

Typical Title: Project Engineer, Group Leader
Normal Qualifications: Masters Degree or equivalent; and
Experience: 6-12 years

Level 2 - Under supervision of a senior or group leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Task Orders are varied and require some originality and ingenuity.

Typical Title: Engineer, Analyst
Normal Qualifications: B.S. Degree or equivalent; and
Experience: 3-8 years

TECHNICIAN - Technical labor categories apply to QA Technical Evaluator(s) as shown in Clause B.2.

Level 2 - Performs assignments that are normally standardized. Operates testing or processing equipment of moderate complexity. May construct components or subassemblies of prototype models. May troubleshoot malfunctioning equipment and make simple repairs. Extracts and processes test data. Proposed technical personnel must possess at least 6 years hands-on experience in operating, calibrating, maintaining, and providing or obtaining repair as needed for each Instrument Type listed on the NHEERL inventory in Attachment B.

Typical Title: Technician
Experience: 6 years

Experience/Qualifications Substitutions

(1) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a B.S. Degree.

(2) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.

(3) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.

(4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-for-one basis.

L.16 EVALUATION QUANTITIES--INDEFINITE DELIVERY CONTRACT (EP 52.216-205) (SEP 1984)

To evaluate offer for award purposes, the Government will apply your proposed fixed-prices/rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable). The total evaluated quantities (plus other direct costs) represent the maximum that may be ordered under a resulting contract. This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

L.17 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: 100% Small Business

(b) 8(a) Program: Not Applicable

L.18 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.19 COMPLIANCE WITH FAR CLAUSE 52.222-43, "FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)" (EP 52.222-100) (FEB 1994)

Offerors are reminded that in accordance with FAR Clause 52.222- 43, "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)", offerors must warrant that the prices in this contract for labor categories subject to prevailing wage determinations and collective bargaining agreements do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

Offerors shall not include escalation for direct labor and fringe costs for the option years for these covered labor categories in their proposals. In accordance with FAR 52.222-43, during contract performance, the contract price or fixed labor rates will be adjusted to reflect the successful offeror's actual increase or decrease in applicable wages and fringe benefits.

L.20 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

L.21 PROCUREMENT HISTORY (RTP-L-8)

This requirement is a follow-on to Contract No. 68D99087 with Research Triangle Institute which expires on Sep 30, 2004.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

I. Technical Approach (40 points)

Demonstrated correct and complete understanding of the objectives of the statement of work. Technical approach will be evaluated based on the extent to which the offeror concisely and accurately discusses the

nature of the services being requested. Subfactor b. is considered twice as important as subfactors a and c.

- a. Understanding of the technical requirements of the proposed contract.
- b. Detailed approach described for providing the technical aspects of the required service that is technically sound, addresses appropriate expertise, confirms organizational capability to obtain and maintain appropriate reference materials, and is logistically appropriate and efficient.
- c. Detailed approach to managing data and reports electronically.

II. Management Plan (15 Points)

Effectiveness of the proposed management plan to ensure timely, high-quality, cost-effective fulfillment of the statement of work as may be requested, as measured by the following equally important factors:

- a. Demonstrated effectiveness of the proposed system to recruit, train and retain high quality personnel so that the needs of the contract can be reliably met, including a start-up plan to ensure that the contract is fully staffed with qualified personnel within 45 days after award.
- b. Appropriateness of the overall organizational structure and proposed staff levels, with clearly delineated responsibilities and lines of authority, with emphasis on the roles and responsibilities of the assigned program manager.
- c. Adequacy of the communication mechanisms proposed to ensure effective coordination and timely management of activities to be conducted under the contract, including how the work will be managed and distributed between any proposed subcontractors.
- d. Demonstrated adequacy of the proposed system to monitor and report costs and performance by individual task order so as to ensure performance within the established budgetary constraints and scheduled deadlines.
- e. The offeror shall, as part of its proposal, submit a Quality Management Plan (QMP) describing their plans for and commitment to instituting a comprehensive quality assurance program for each specific category designated in the Statement of Work. The QMP shall be prepared as prescribed in the agency document EPA QA/R-2 entitled "EPA Requirements for Quality Management Plans" or other guidance compliant with national consensus standard ANSI/ASQC -E4, *Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs*.

III. Personnel Qualifications (20 Points) (Includes Subcontractor(s))

Offerors shall include in their proposal the qualifications and demonstrated abilities of the individuals proposed to serve as key personnel in the positions of Program Manager, QA Project Manager and QA Technical Evaluator(s). Offerors shall indicate whether key personnel are presently employed by the company and the nature and extent of their commitment to other contracts and proposals. When key personnel are not presently employed by the company, submit qualification standards and the methods/sources of these potential candidates in a staff plan.

Offerors should include letters of intent or other such evidence which indicate that the proposed personnel shall accept employment in the event of an award. Claims of exclusive access to proposed employees will be ignored and should therefore be avoided. Where letters of intent are not available or where specific individuals are not identified, the offeror shall provide all available evidence of its ability to obtain such personnel and the specific plans and schedules for doing so. This shall include specific past successful instances of acquiring staff in situations such as this RFP. Offerors should describe specific sources of talent if personnel are not delineated in the proposal.

IV. Past Performance (25 Points)

Instructions: Offeror(s) shall submit information as indicated in the Section L provision entitled "Past Performance Information" and shall send the attachment Client Authorization Letter and past Performance Questionnaire to the identified clients. The information provided in the proposal should include similar contracts with Federal, State, and local governments as well as commercial businesses. Similar contracts are defined as those of similar scope, magnitude and complexity to the instant procurement.

Note: Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

Demonstrated past performance of the offeror as evidenced by information gathered concerning the identified list of contracts and subcontracts completed during the past three (3) years and those currently in progress for similar work. Similar work would include the maintenance, repair, and/or calibration of measurement instruments typical of biological research laboratories and instruments that are used in the monitoring and control of inhalation exposure facilities. The offeror's past performance will be evaluated in total based on the following criteria, which are considered to be of equal importance, and will be assessed based on information obtained through the Past Performance Questionnaire:

- a. Quality of Product or Service
- b. Timeliness of Performance
- c. Overall Effectiveness of Management (including subcontractors)
- d. Initiative in Meeting Requirements
- e. Response to Technical Direction
- f. Responsiveness to Performance Problems

- g. Cost Control
- h. Customer Satisfaction

ATTACHMENT 1

STATEMENT OF WORK

PERFORMANCE WORK STATEMENT

Technical Support for the Quality Management Systems of the National Health and Environmental Effects Research Laboratory

PURPOSE

The purpose of this contract is to provide technical quality assurance (QA) support for the National Health and Environmental Effects Research Laboratory (NHEERL) of the U.S. Environmental Protection Agency (EPA, the Agency), focusing primarily on the Quality Management Systems of the NHEERL health effects research divisions and staff offices of the Immediate Office of the Director, located in Research Triangle Park (RTP) and Chapel Hill, North Carolina, collectively described here as NHEERL-NC. The support to be provided is described as performance evaluations (PEs) of laboratory measurement instruments.

BACKGROUND

NHEERL is one of three National Laboratories in the Office of Research and Development (ORD) within EPA. NHEERL-NC consists of the Immediate Office of the Director and five research divisions, with a total of approximately 400 EPA employees. NHEERL's stated mission is to perform innovative and defensible research that will support and improve EPA's ability to assess environmental health risks, and to provide advice on the interpretation and integration of scientific data for risk assessment and regulatory decisions. The divisions and staff of NHEERL-NC formulate and implement a comprehensive research program to investigate human health effects from exposure to environmental agents. Staffed by health research scientists with recognized expertise in a variety of disciplines--environmental medicine, physiology, epidemiology, statistics, biochemistry, neurotoxicology, reproductive toxicology, teratology, perinatal toxicology, geriatric toxicology, pulmonary toxicology, immunotoxicology, cardiovascular toxicology, genotoxicology, hepatotoxicology and other target organ toxicology, and microbiology--NHEERL-NC is the focal point for toxicological, clinical and epidemiological research within the Agency. NHEERL-NC also establishes cooperative research projects with academic and other scientific institutions that facilitate the Agency's efforts in understanding health effects of environmental pollutants. This NHEERL-NC research program develops and applies state-of-the-science biological assays, predictive models and extrapolation methods that are designed to serve widely in support of the Agency's health risk assessments.

EPA must be both a regulatory and a science agency. In recognition of legislative and regulatory needs, NHEERL-NC conducts an effective mission-related research program to enable the Agency to better determine toxicological hazard, define dose-response relationships, and estimate human exposure characteristics in support of the Agency's overall risk assessment and guideline development. The quality of hazard identification and dose-response data provided by NHEERL-NC is paramount to the effective and efficient application of those data to the protection of human and ecological health. Because biological responses tend to be inherently

variable, and because standards against which one can compare biological responses are virtually non-existent, traditional ideas about evaluating and controlling the quality of such data are not always particularly useful. Quality, in the sense of the objectively determined ability of the research data from NHEERL-NC's research program to satisfy criteria established for the use of those data to resolve the issue or hypothesis at hand, must come from rational activities of a carefully planned, implemented, and periodically assessed Quality Management System that addresses all issues of error and uncertainty. This contract is intended to support that System by providing periodic independent assessments of laboratory measurement instruments used to generate much of those research data.

STATEMENT OF WORK

Upon issuance of a task order (TO) under this contract, the Contracting Officer (CO) will provide the Contractor with applicable detailed requirements. The Contractor shall become familiar with any applicable Agency-approved methods or operating procedures (OPs) referenced in and/or accompanying a TO. The Contractor shall provide adequate facilities, equipment and laboratory supplies to perform the tasks, with the actual instrument performance evaluations (PEs) carried out on-site in EPA facilities where the instruments are used.

In recognition of the importance of data quality to the fulfillment of the NHEERL mission, NHEERL-NC initiated a comprehensive program of periodic independent assessments of laboratory measurement instruments (i.e., PEs), focused on confirming appropriate operation, maintenance, and calibration of those instruments. The primary objective of this contract is to provide independent technical auditors to perform those assessments on all the instruments that may be specifically identified for PE under a TO by a Division, research support facility, or research project of any scope involving NHEERL. Annual contract performance evaluations will be used to reinforce exemplary performance and help resolve any performance weaknesses.

An instrument PE is a type of QA assessment in which a quantitative analysis or check is made with a material or device of known properties or characteristics, normally high-accuracy audit test materials and standards traceable to the National Institute of Standards and Technology (NIST), as available and approved by EPA, in order to evaluate the operating condition of the laboratory instrument. The intended purposes of an instrument PE are to (a) confirm satisfactory performance of measurement instruments, or (b) to detect and initiate resolution of those unsatisfactory conditions and activities that may result in research data of poor or questionable quality. The NHEERL PE program supported by this contract will address laboratory instruments that are used in support of a broad range of biological measurements, dose-exposure measurements, chamber systems, and/or various research support areas as may be involved in any NHEERL project or program.

The auditable instrument inventory typically includes primarily pH meters, balances, spectrophotometers, and optical plate readers, which are used throughout the Laboratory, as well as gaseous analyzers, flow-meters, and temperature and humidity sensors that are used in animal inhalation exposure facilities. Example inventories are included in Appendix A. The specific types of instruments to be evaluated under this contract will include but not be limited to those shown in Appendix A; Task Area B may be used to add new instrument types to the PE program. Instruments to be evaluated under a single TO will be located in the same facility (see list below), and the number and location of those instruments and period of performance, which will vary across NHEERL organizations and projects, will be specified in that TO.

The instruments in the NHEERL PE program as of February 2004 are located on-site at three locations, as follows:

- EPA RTP Campus, 109 Alexander Drive, RTP, NC;
- Reproductive Toxicology Facility, 2525 Highway 54, Durham, NC;
- Human Studies Facility, 104 Mason Farm Road, Chapel Hill, NC.

Before a TO for instrument performance evaluations may be initiated, the Contractor shall first develop for PO approval Operating Procedures for conducting PEs of each type of instrument identified in the inventory.

Task Order Management:

The Contractor shall track the status, labor hours, and costs for each task under each TO. The Contractor shall notify the TOPO immediately by email if it encounters any equipment failure or other situation that cannot be readily remedied by the Contractor and which may impact the quality or on-time delivery of deliverables required under that TO. The Contractor shall provide the TOPO and PO with quarterly progress reports of the above-referenced data for all active TOs. The initial quarterly progress report shall be in a format proposed by the Contractor. EPA will review the initial report and specify any changes for subsequent reports.

The Contractor shall electronically submit to the PO and TOPO all deliverables required under each TO, accompanied by a transmittal slip and cover letter identifying each document submitted. Each electronic file submitted under this contract shall be sent in a format compatible with software and hardware in use by the EPA Project Officer at the time of delivery: IBM PC format, MS Word 2000, and Excel 2000. The Contractor shall also maintain a hard copy and computer file of each deliverable submitted under this contract. Each final deliverable will be submitted to the TOPO and PO, in both portable document format (pdf) and the appropriate compatible format as noted above.

Deliverables:

The Contractor shall develop for PO approval a contract program QA Project Plan (QAPP), due not later than 45 days following award. That QAPP must be consistent with the attached NHEERL-RTP QA Requirements Form and the Agency document *EPA Requirements for QA Project Plans* (EPA QA/R-5; http://www.epa.gov/quality/qa_docs.html). Draft OPs developed for instruments of the types described above and further identified in the attached initial inventory shall accompany the contract program QAPP as attachments.

The Contractor shall develop for inclusion in the draft QAPP and for PO approval a data form for recording the results of each instrument evaluation. Following PO approval, that form shall be used to immediately report to the named instrument contact, the results of each individual PE. For instruments that are determined to be operating unsatisfactorily, copies of that form shall also be provided to the PO and TOPO. An electronic copy of each completed form shall be included with each task order technical report.

Upon PO approval, the final contract QAPP with attached OPs shall be submitted in portable document format (pdf) and MS Word format to the NHEERL-NC PO with no restrictions on their subsequent use by EPA.

Task Area A: Batch PEs by Organization, Facility, or Project

Instruments that are actively associated with a specific organization, support facility, research project or team, or other program distinction, and are to be evaluated will be identified by manufacturer, model, unique ID (e.g., serial number or EPA barcode decal), and location (i.e., building and room) in a TO prepared by the TOPO. The Contractor shall provide all necessary materials and equipment, including audit standard reference materials of known properties for the determination of the quality parameters of specific measurement systems. The Contractor shall provide Technical Auditors with appropriate technical and QA competence suitable for performing the required instrument PEs. The Contractor shall maintain up-to-date standard reference materials obtained from or certified by NIST or other sources as approved by the PO, when available. For other cases, the Contractor shall prepare reference samples as needed, and perform verification analyses on those samples.

Deliverables:

Upon completion of the PEs required by the TO, a technical report shall be prepared that references the TO for the work performed, and contains, in addition to task tracking information, a summary table of the TO instrument inventory and operational status of all evaluated instruments. That table shall be supported by brief discussions of any adverse findings or other issues pertinent to the defense of instrument data or TO completion. That report shall be submitted as draft electronically to the TOPO for review. Upon TOPO approval, the final technical report shall be submitted to the TOPO and PO in both pdf and Word and/or Excel.

Task Area B: Performance Evaluation of One or More Instruments of an Additional (New) Type

- B.1** In anticipation of initiating a PE of an instrument identified by the TO that is of a type not previously included in the NHEERL PE program, the contractor shall develop and submit to the PO and TOPO a decision as to whether and, if so, at what cost the contractor can accomplish the requested PE .
- B.2** Prior to initiating a PE of an instrument of a type not previously included in the NHEERL PE program, the contractor shall develop and submit for PO approval an OP for evaluation of that type of instrument. Upon approval of the OP by the Project Officer, the Contractor shall conduct a PE of one measurement instruments identified in the TO by complete nomenclature (manufacturer, model, unique ID (e.g., serial number or EPA barcode decal)), and location. That instrument will then be added to the overall PE program inventory, and that OP may be used under Task Area A.

The Contractor shall provide all necessary materials and equipment, including audit standard reference materials of known properties for the determination of the quality parameters of specific measurement systems. The Contractor shall provide Technical Auditors with appropriate technical and QA competence suitable for performing the required instrument PE. The Contractor shall maintain up-to-date standard reference materials obtained from or certified by NIST or other sources as approved by the PO, when available. For other cases, the Contractor shall prepare reference samples as needed, and perform verification analyses on those samples.

Deliverables:

The Contractor shall develop for PO approval a Task QAPP with attached draft OP for conducting a PE of the specified instrument type, due not later than 30 days following award of the TO. That QAPP may be much abbreviated but otherwise must be generally consistent with the Agency document *EPA Requirements for QA Project Plans* (EPA QA/R-5; http://www.epa.gov/quality/qa_docs.html), focusing primarily on the proposed OP and the selection of standard references materials.

Upon PO approval, the final Task QAPP with attached OP shall be submitted in portable document format (pdf) and MS Word format to the NHEERL-NC PO with no restrictions on their subsequent use by EPA.

Upon completion of the PE(s) required by the TO, a technical report shall be prepared that references the TO for the work performed, and contains a statement of operational status of the evaluated instrument, including a brief discussion of any adverse finding or other issues pertinent to the defense of instrument data or TO completion. That report shall be submitted as draft electronically to the TOPO, if applicable, for review. Upon TOPO approval, the final technical report shall be submitted to the TOPO and PO in both pdf and Word and/or Excel.

Task Area C: Individual Instrument Performance Evaluations

The Contractor shall provide all necessary staff, materials, and equipment, including audit standard reference materials of known properties and special technically and QA competent staff for performing a PE of a specific measurement system identified by complete nomenclature and location in the TO. Instruments evaluated under this Task Area will be restricted to those types for which an OP approved by the PO already exists. The Contractor shall maintain up-to-date standard reference materials obtained from or certified by the National Institute of Standards and Technology (NIST) or other sources as approved by the Agency, when available. For other cases, the Contractor shall prepare reference samples as needed, and perform verification analyses on those samples.

Circumstances that lead to the need for evaluation of a single laboratory measurement instrument include but are not limited to:

- (1) newly acquired instrument,
- (2) suspected performance errors,
- (3) recent repair, with the instrument returned to regular use outside the scheduled PE period for the associated group.

The instrument that is to be evaluated will be identified by manufacturer, model, unique ID (e.g., serial number or EPA barcode decal), and location (i.e., building and room) in a TO prepared by the TOPO.

Deliverable:

Upon completion of the PE required by the TO, a technical report shall be prepared that references the TO for the work performed, and contains a statement of operational status of the evaluated instrument, including a brief discussion of any adverse finding or other issues pertinent to the defense of instrument data or TO completion. That report shall be submitted as draft electronically to the TOPO for review. Upon TOPO approval, the final technical report shall be submitted to the TOPO and PO in both pdf and Word and/or Excel.

ATTACHMENT 2

QASP

Quality Assurance Surveillance Plan - for Technical Support for QMS of NHEERL			
Performance Objective	Performance Standard	Target Performance Level	Inspection or Monitoring Method
QA Project Plans (QAPPs) With Attached Instrument Performance Evaluation (PE) Operating Procedures (OPs)	The Contractor shall prepare a contract QAPP within 45 days of contract award and task QAPPs within 30 days of issue of a Task Area B task order; the Contractor shall develop standardized OPs for each type of instrument evaluation, to be included with the appropriate QAPP.	The Contractor shall ensure that QAPP and OPs are submitted on time and are adequate for PO approval without revision; and also ensure that PO-approved OPs are in place before PEs are conducted and that electronic copies are delivered in a format suitable for EPA records archival per EPA Records Schedules.	The NHEERL PO will review QAPP, soliciting input from the Animal Inhalation Exposure Facility Manager and key NHEERL-NC scientists with pertinent technical expertise to review OPs for approval.
Conduct of PEs	The Contractor shall conduct PEs as ordered, adhering to PO-approved standardized OPs for each type of instrument evaluation.	The Contractor shall ensure that PO-approved OPs are in place before PEs are conducted and that the PEs are efficiently and correctly conducted.	The NHEERL PO will monitor through routine surveys of the operators of instruments that undergo PE.
Contract and Task Documentation	The Contractor shall maintain appropriate records of TO completion and measurement instrument status.	Accurate records are maintained for all TOs and all technical and progress reports are delivered on time and in a format suitable for EPA records archival per EPA Records Schedules.	The NHEERL PO will monitor correspondence and review Contractor reports and updated inventory databases.
Standard Reference Materials	The Contractor shall maintain and use NIST-traceable reference materials for evaluating instrument performance.	The Contractor shall maintain current certification of standard reference materials, and provide NHEERL-NC with confirmation in Reports of Work.	The NHEERL Project Officer will monitor correspondence and review Contractor reports.

ATTACHMENT 3

REPORTS OF WORK

REPORTS OF WORK

QUARTERLY PROGRESS REPORTS

The Contractor shall furnish to the EPA Contracting Officer and EPA Project Officer one Portable Document Format (pdf) and one Microsoft Word copy each of a combined quarterly technical and financial progress report briefly stating the progress made, including a concise description of task orders submitted during the reporting period and the number of instrument performance evaluations (PEs) completed under each task order during the reporting period. Specific brief discussions shall be provided for each instrument PE for which results were less than satisfactory. In addition, the report shall specify contract financial status as follows:

(a) Provide a graph showing each active work order using a vertical axis for dollars and a horizontal axis for time increments that shows the actual and projected rate of expenditures against the total estimated cost for the task order.

(b) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(c) The reports shall be submitted as draft within 15 days following the end of each calendar quarter. Approval or disapproval of each final draft progress report will be accomplished by the EPA Project Officer within ten (10) working days after receipt. Disapproved reports shall be resubmitted for review following revision/corrections of cited deficiency within fifteen (15) working days, unless otherwise directed by the EPA Project Officer.

TASK ORDER REPORTS

The reports described here are those deliverables that are prepared following the completion of a task order; that is, completion of PE audit of a group of instruments or an individual instrument, as specified in the task order. An instrument-specific data-form report of the PE results will be provided at the location of the instrument immediately upon evaluation. Upon completion of each task order, the Contractor shall submit to the EPA Project Officer and Task Order Project Officer a Portable Document Format (pdf) copy and Microsoft Word or Excel copy of a report summarizing the results of the group or individual instrument PE audit(s).

Approval or disapproval of each draft report will be accomplished by the EPA Project Officer within ten (10) working days after receipt. Disapproved draft reports shall be resubmitted within ten (10) working days for review following revision/corrections of cited deficiency, unless otherwise directed by the EPA Project Officer.

ATTACHMENT 4

INSTRUMENT INVENTORY

Instrument inventory for RFP for Technical Support for Quality Management Systems of the National Health and Environmental Effects Research Laboratory

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
ECD	CTB	OPT	Molecular Devices	Spectramax 340	N/A	B-353A	Nelson
ECD	CBB	OPT	Wallace Victor	1420	999294	B-360A	Kitchin
ECD	CBB	pH	Beckman	1 71	N/A	B-360A	Kitchin
ECD	CTB	pH	Corning	430	N/A	B-376A	Nelson
ECD	CBB	pH	Corning	140	N/A	B-154	Nesnow
ECD	CBB	pH	Corning	555	N/A	A-456A	DeAngelo
ECD	CBB	pH	Corning	345	N/A	A-457A	DeAngelo
ECD	CTB	pH	Corning	340	N/A	B-280	Blackman
ECD	CTB	pH	Corning	340	N/A	B-360B	Knapp
ECD	CBB	pH	Corning	530	N/A	B-151	Nesnow
ECD	MTB	pH	Corning	240	N/A	D-351	King
ECD	CBB	pH	Corning	430	N/A	B-390B	Ross
ECD	CBB	pH	Corning	125	175016	B-389A	Ross
ECD	CTB	pH	Corning	430	N/A	B-278A	Warren
ECD	CTB	pH	Corning	440	N/A	B-388B	Kohan
ECD	CBB	pH	Corning	530	N/A	B-154	Nesnow
ECD	MTB	pH	Corning	430	N/A	B-351A	Jones
ECD	MTB	pH	Corning	220	N/A	B-351A	Jones
ECD	CTB	pH	Denver Instru. Co.	300 Basic	N/A	B-378A	Tennant
ECD	CBB	pH	Denver Instr. Co.	215	N/A	A-457A	DeAngelo
ECD	MTB	pH	Orion	611	922919	B-385A	Roop
ECD	CBB	SPEC-UV	Beckman	DU-70	810413	B-154	Nesnow
ECD	CBB	SPEC-UV	Beckman	DU 640	A20605	B-360A	Kitchin
ECD	MTB	SPEC-UV	Beckman	DU-70	813631	D-351	King
ECD	CBB	SPEC-UV	Beckman	DU-650	923155	A-457A	DeAngelo
ECD	MTB	SPEC-UV	Gene Quest	Cecil CE2302	A50675	B-385A	Roop
ECD	MTB	SPEC-UV	Milton Roy	Spectronic 601	918201	B-352	Jones
ECD	CBB	SPEC-UV	Perkin Elmer	Lambda 4B	812103	B-390B	Ross
ECD	CTB	SPEC-UV	Spectronic	Genesys 5	999742	A-465A	Kohan
ECD	CTB	SPEC-UV	Spectronic	20	N/A	B-376A	Nelson
ECD	CBB	SPEC-UV	Spectronic	21D	666123	B-360A	Kitchin
ECD	CBB	TPB	Allied	8206A	806996	B-389A	Ross
ECD	CBB	TPB	AND	HF-2000	N/A	B-154	Nesnow
ECD	MTB	TPB	AND	HA 120M	958866	D-351	King
ECD	MTB	TPB	AND	EK-2000G	N/A	D-353	Swank
ECD	CBB	TPB	AND	HA202M	928701	B-154	Nesnow

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
ECD	CTB	TPB	AND	EK-1200G	N/A	B-278A	Warren
ECD	CTB	TPB	Denver Instr. Co.	A-160	927942	B-280	Blackman
ECD	CTB	TPB	Denver Instru. Co.	P603-D	112006	B-360B	Knapp
ECD	MTB	TPB	Denver Instr. Co.	XE-3000D	927593	D-351	King
ECD	CBB	TPB	Denver Instr. Co.	M120	974296	A-457A	DeAngelo
ECD	CBB	TPB	Fisher Scient.	XT400DR	810941	B-390B	Ross
ECD	CTB	TPB	Mettler	AE100	933330	B-376A	Nelson
ECD	CBB	TPB	Mettler	PG5002-S	N/A	A-457A	DeAngelo
ECD	CBB	TPB	Mettler	AE100	933557	A-456A	DeAngelo
ECD	CTB	TPB	Mettler	PM480	922881	A-465A	Nelson
ECD	CTB	TPB	Mettler	PL200	151036	B-280	Blackman
ECD	CBB	TPB	Mettler	AE100	923955	B-154	Nesnow
ECD	CTB	TPB	Mettler	P2210	018050	B-388B	Kohan
ECD	CBB	TPB	Mettler	PB153	974021	A-479G	DeAngelo
ECD	CBB	TPB	Mettler	PG5002-S	N/A	A-479G	DeAngelo
ECD	CBB	TPB	Mettler	PB153	1115241324°	A-457A	DeAngelo
ECD	CBB	TPB	Mettler	AG135	A33925	B-390B	Ross
ECD	CTB	TPB	Mettler	PG802-S	N/A	B-378A	Tennant
ECD	CTB	TPB	Mettler	P120	015479	B-280	Blackman
ECD	CTB	TPB	Mettler	AE100	426995	B-360B	Knapp
ECD	CBB	TPB	Mettler	BB240	933892	A-456A	DeAngelo
ECD	CBB	TPB	Mettler	P1000	056225	B-389A	Ross
ECD	MTB	TPB	Mettler	AE100	427006	B-351A	Jones
ECD	MTB	TPB	Mettler	PG503-S	A33419	B-385A	Roop
ECD	MTB	TPB	Mettler	AT250	667235	B-284	Swank
ECD	CTB	TPB	Ohaus	Adventurer	N/A	B-378A	Tennant
ECD	CBB	TPB	Ohaus	TP400	N/A	B-360A	Kitchin
ECD	CTB	TPB	Ohaus	TS400	N/A	B-376A	Nelson
ECD	CBB	TPB	Ohaus	CT1200	N/A	B-154	Nesnow
ECD	MTB	TPB	Ohaus	TS4KD	N/A	D-351	Jones
ECD	CTB	TPB	Ohaus	Galaxy 400	N/A	A-465A	Kohan
ECD	CBB	TPB	Sartorius	BP211D	A51039	B-360A	Kitchin
ECD	CTB	TPB	Sartorius	R180D	492882	B-278A	Warren
ECD	MTB	TPB	Sartorius	PT150	N/A	B-275	DeMarini

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
ETD	ITB	OPT	Molecular Devices	SpectraMax 340PC	A20589	B-482A	Andrews
ETD	ITB	OPT	Molecular Devices	ThermoMax	918334	B-491A	Williams
ETD	ITB	OPT	Molecular Devices	SpectraMax Plus	A33880	B-475	Daniels
ETD	PKB	pH	Beckman	I 50	N/A	B-454A	Diliberto
ETD	PKB	pH	Beckman	I 50	N/A	B-457A	Diliberto
ETD	ITB	pH	Corning	240	N/A	B-477	Daniels
ETD	ITB	pH	Corning	440	N/A	B-480A	Andrews
ETD	PKB	pH	Corning	125	152403	B-565	Simmons
ETD	PTB	pH	Corning	440	N/A	B-551B	McGee
ETD	PTB	pH	Corning	340	N/A	B-585A	Dreher
ETD	PTB	pH	Corning	440	N/A	B-563A	Kodavanti
ETD	ITB	pH	Corning	240	N/A	B-489A	Williams
ETD	PTB	pH	Corning	440	N/A	B-590	Dye
ETD	ITB	pH	Fisher	Accumet AR20	N/A	B-477	Daniels
ETD	PKB	pH	Fisher	Accumet 15	N/A	B-561-3	Mitchell
ETD	PKB	pH	Fisher	Accumet 925	N/A	D-379A	Harrison
ETD	PKB	pH	Fisher	Accumet 805MP	N/A	B-463	Hughes
ETD	PKB	pH	Fisher	Accumet 910	N/A	B-451	Thomas
ETD	PKB	pH	Orion	920A	N/A	B-467A	Ross
ETD	PKB	SPEC-UV	Beckman	DU-70	919727	B-453	Thomas
ETD	PKB	SPEC-UV	Beckman	DU-70	919259	B-565	Simmons
ETD	PTB	SPEC-UV	Milton Roy	Spectronic 601	918258	B-585A	Dreher
ETD	PKB	SPEC-UV	Shimadzu	UV2101PC	722341	B-467A	Ross
ETD	PKB	SPEC-fluoro	Molecular Devices	Gemini XS	N/A	B-454A	Ross
ETD	PKB	SPEC-fluoro	Perkin Elmer	LS-50B	923054	B-565	Simmons
ETD	PKB	SPEC-fluoro	Shimadzu	RF5000U	933500	B-565	Simmons
ETD	PTB	TPB	Acculab	LT320	N/A	B-585A	Dreher
ETD	PTB	TPB	AND	HF-6000	N/A	B-575A	Lehmann
ETD	PTB	TPB- M	Cahn	C-33	999781	A-552A	Ledbetter
ETD	PTB	TPB- M	Cahn	30	721823	A-552C	Ledbetter
ETD	PTB	TPB	Denver Instr. Co.	TL-6101	T012459°	A-552C	Ledbetter
ETD	PTB	TPB	Denver Instr. Co.	TL-6101	T0112447°	A-552A	Ledbetter
ETD	PKB	TPB	Denver Instr. Co.	M-220	N/A	B-463	Hughes
ETD	PKB	TPB	Denver Instr. Co.	M-220D	969206	B-451	Thomas
ETD	ITB	TPB	Denver Instr. Co.	TR-403	N/A	B-489A	Williams
ETD	PTB	TPB	Denver Instr. Co.	XL6100	N/A	B-563A	Kodavanti
ETD	ITB	TPB	Fisher	7204A	N/A	B-480A	Daniels
ETD	ITB	TPB	Mettler	PM400	927559	B-489A	Williams
ETD	PKB	TPB	Mettler	PM2200	974006	B-463	Hughes
ETD	PTB	TPB	Mettler	AC100	179818	B-575A	Lehmann
ETD	PTB	TPB	Mettler	PK4800	407656	B-551B	McGhee
ETD	PKB	TPB	Mettler	PG2002-S	N/A	B-565	Simmons
ETD	ITB	TPB	Mettler	PE2000	408161	B-489A	Williams

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
ETD	ITB	TPB	Mettler	PL1200	152863	B-477	Daniels
ETD	PKB	TPB	Mettler	PE3000	807164	B-565	Simmons
ETD	PKB	TPB	Mettler	PM200	807163	B-565	Simmons
ETD	PTB	TPB	Mettler	PL3000	009600	B-585A	Dreher
ETD	PTB	TPB	Mettler	A30	176104	B-555A	Slade
ETD	PTB	TPB	Mettler	PK4800	333487	B-551B	McGhee
ETD	PTB	TPB	Mettler	A30	178336	A-552C	Ledbetter
ETD	PKB	TPB	Mettler	PR503	969208	B-451	Thomas
ETD	PTB	TPB	Mettler	A30	175438	B-551B	McGhee
ETD	ITB	TPB	Mettler	PE300	807457	B-489A	Williams
ETD	PKB	TPB	Mettler	AC100	174131	B-561-3	Mitchell
ETD	ITB	TPB	Mettler	PE160	805326	B-489A	Williams
ETD	ITB	TPB	Ohaus	CT600-S	N/A	B-489A	Williams
ETD	PTB	TPB	Ohaus	AS60	974188	B-563A	Kodavanti
ETD	PTB	TPB	Ohaus	N1B110	N/A	B-590	Dye
ETD	ITB	TPB	Ohaus	GA200D	933986	B-489A	Williams
ETD	PTB	TPB	Ohaus	AP110	N/A	B-590	Dye
ETD	PTB	TPB	Ohaus	GT4100	969186	B-555A	Slade
ETD	PTB	TPB	Sartorius	RC 210P	933881	A-552C	Ledbetter
ETD	PTB	TPB	Sartorius	U5000D	808290	A-463A	Watkinson
ETD	PKB	TPB	Sartorius	LC 220S	933495	B-451	Thomas
ETD	PKB	TPB	Sartorius	R200D	933490	B-561-3	Hughes
ETD	PKB	TPB	Sartorius	LC 220S	933496	D-379A	Harrison
ETD	PKB	TPB	Sartorius	AC 210S	911101	B-454A	Diliberto
ETD	PKB	TPB	Sartorius	AC 211	974912	B-457B	Diliberto
ETD	PKB	TPB	Sartorius	R200D	918392	B-454A	Diliberto
ETD	PTB	TPB	Sartorius	BA110S	923019	B-579-2	Winsett
ETD	PKB	TPB	Sartorius	LC 2200S	933515	B-565	Simmons
ETD	PKB	TPB	Sartorius	L420S	722411	B-454A	Diliberto
ETD	PKB	TPB	Sartorius	RC210D	911477	B-565	Simmons
ETD	PKB	TPB	Sartorius	L 420S	722412	B-467A	Ross
ETD	PKB	TPB	Sartorius	LC 4200S	722413	B-454A	Diliberto
ETD	PKB	TPB	Sartorius	A 120S	721925	B-457B	Diliberto
ETD	PKB	TPB	Sartorius	LC 4200S	918394	B-454A	Diliberto
ETD	PTB	TPB	Sartorius	AC211S	N/A	B-553A	Gavett
ETD	PTB	TPB	Sartorius	PT310	N/A	B-553A	Gavett
ETD	PKB	TPB	Sartorius	LC 220S	933493	B-465A	Devito
ETD	PTB	TPB	Sartorius	AC 120S	918210	B-585A	Dreher
ETD	PTB	TPB	Sartorius	U6100	933874	B-563A	Kodavanti
ETD	PKB	TPB	Sartorius	R200D	933498	B-465A	Devito
ETD	PKB	TPB	Sartorius	LC 4201S	974442	B-467A	Ross
ETD	PKB	TPB	Sartorius	LC820S	958065	A-462A	Mitchell

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
ETD	PKB	TPB	Sartorius	FB12CCE	A20124	B-454A	Diliberto
ETD	ITB	TPB	Sartorius	CP224S	N/A	B-480A	Copeland
ETD	ITB	TPB	Sartorius	BP221S	N/A	B-477	Daniels
ETD	PKB	TPB	Sartorius	A 120S	722410	B-467A	Ross
ETD	PKB	TPB	Sartorius	LC 620S	918393	B-454A	Diliberto
ETD	PKB	TPB	Sartorius	AC 120S	933491	B-565	Simmons
ETD	PKB	TPB	Sartorius	BP310 S	999677	B-454A	Diliberto
ETD	PKB	TPB	Sartorius	R200D	932281	B-467A	Pegram
ETD	PKB	TPB	Sartorius	LC 220S	933494	B-565	Simmons
ETD	PTB	TPB-M	Cahn	C-33	999789	A-563	Ledbetter

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
HSD	EBB	OPT	Anthos	htII	932435	331	Schmitt
HSD	CRB	OPT	Ceres	900	N/A	441	Madden
HSD	CRB	pH	Beckman	45	N/A	433	Ghio
HSD	EBB	pH	Corning	340	N/A	331	Inmon
HSD	CRB	pH	Corning	350	N/A	417	Soukup
HSD	CRB	pH	Fisher	Accumet AB15	N/A	B39	Devlin
HSD	CRB	pH	Fisher	Accumet AB15	N/A	207	Leavens
HSD	CRB	pH	Orion	SA520	N/A	417	Soukup
HSD	EBB	pH	Wheaton	110	663579	319	Inmon
HSD	CRB	SPEC-UV	Beckman	DU 640B	974495	441	Soukup
HSD	EBB	SPEC-UV	Beckman	DU 640	927566	315	Inmon
HSD	CRB	SPEC-UV	Milton Roy	Spectronic 601	933956	237	Kim- LU
HSD	CRB	SPEC-UV	Turner	340	N/A	211	Case
HSD	CRB	SPEC-fluoro	Perkin Elmer	HTS 7000	999588	403	Samet
HSD	CRB	SPEC-fluoro	Turner	112	933520	245	Kim
HSD	EBB	TPB	AND	FX3000	923107	331	Inmon
HSD	CRB	TPB	Denver Instr. Co.	TR-204	N/A	207	Case
HSD	CRB	TPB	Denver Instr. Co.	TR-602	N/A	207	Case
HSD	CRB	TPB	Denver Instr. Co.	TR-403	N/A	B39	Devlin
HSD	EBB	TPB	Fisher	S-400	663594	319	Inmon
HSD	EBB	TPB	Mettler	MT5	N/A	343	Rhoney
HSD	EBB	TPB	Mettler	PB1501	N/A	305	Hudgens
HSD	EBB	TPB	Mettler	PC2200	174734	319	Inmon
HSD	EBB	TPB	Mettler	AE240	666186	337	Rhoney
HSD	CRB	TPB	Mettler	PE2000	CRB1364	417	Soukup
HSD	CRB	TPB	Mettler	MX5	A50440	81C	Scott
HSD	CRB	TPB	Mettler	AE160	408102	417	Soukup
HSD	EBB	TPB	Mettler	P1000N	557579	337	Rhoney
HSD	CRB	TPB	Mettler	PL200	153911	417	Soukup
HSD	CRB	TPB	Mettler	AC100	N/A	B31	Devlin
HSD	CRB	TPB	Mettler	AE240	N/A	433	Ghio
HSD	CRB	TPB	Mettler	PM600	N/A	433	Ghio
HSD	CRB	TPB	Ohaus	Adventurer AR120	N/A	207	Case
HSD	CRB	TPB	Ohaus	Adventurer AR1530	N/A	403	Silbajoris
HSD	CRB	TPB	Ohaus	Adventurer AR1530	N/A	417	Madden
HSD	CRB	TPB	Sartorius	MP8	UNC326626	B39	Devlin
HSD	CRB	TPB	Sartorius	R200D	CRB2058	245	Kim
HSD	EBB	TPB	Sartorius	R200D	923882	81C	Rhoney
HSD	EBB	TPB	Sartorius	R200D	923929	331	Inmon
HSD	CRB	TPB	Sartorius	BP310 S	911193	201	Case
HSD	CRB	TPB-M	Cahn	25	154141	B13	Seal
HSD	CRB	TPB-M	Cahn	25	072927	B19	Ray

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
HSD	CRB	TPB-M	Cahn	25	176301	245	Kim
HSD	CRB	TPB-M	Cahn	C-30	CRB1916	411	Madden
HSD	EBB	TPB-M	Sartorius	4503	811143	337	Rhoney

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
NTD	CMTB	OPT	Bio-Tek	PowerWave XI	A51264	B-256A	Royland
NTD	CMTB	OPT	Molecular Devices	Thermomax	969035	B-286A	Veronesi
NTD	CMTB	OPT	Molecular Devices	Thermomax	918338	B-252A	Padilla
NTD	CMTB	OPT	Molecular Devices	Spectramax Plus	A20346	B-291A	Barone
NTD	CMTB	OPT	Molecular Devices	Thermomax	971207	B-291A	White
NTD	NPTB	OPT	Molecular Devices	Thermomax	N/A	A-251A	Herr
NTD	CMTB	OPT	Molecular Devices	Spectramax 340	974558	B-261A	Mundy
NTD	CMTB	pH	Corning	440	N/A	B-261B	Freudenrich
NTD	NPTB	pH	Corning	340	N/A	A-264A	Shafer
NTD	NPTB	pH	Corning	250	N/A	A-251A	Herr
NTD	CMTB	pH	Corning	340	N/A	B-261A	Mundy
NTD	CMTB	pH	Corning	240	N/A	B-266A	Kodavanti
NTD	NPTB	pH	Corning	340	N/A	A-261	Gilbert
NTD	CMTB	pH	Corning	430	N/A	B-287A	Jensen
NTD	CMTB	pH	Corning	340	N/A	B-252A	Ward
NTD	CMTB	pH	Corning	440	N/A	B-263A	Mundy
NTD	CMTB	pH	Corning	445	N/A	B-256A	Royland
NTD	CMTB	pH	Corning	240	N/A	B-291A	Barone
NTD	CMTB	pH	Corning	350	971000	B-252A	Padilla
NTD	NBTB	pH	Fisher	Accumet AB15 Plus	N/A	A-454A	Crofton
NTD	CMTB	pH	Orion	501	N/A	B-256A	Royland
NTD	NPTB	pH	Orion	420A	N/A	A-266A	Geller
NTD	NBTB	pH	Orion	250A	N/A	A-365A	Moser
NTD	CMTB	pH	Scientific Instru.	IQ200	N/A	B-286A	Veronesi
NTD	CMTB	SPB	Sartorius	2842	408444	B-266A	Kodavanti
NTD	CMTB	SPEC-UV	Beckman	DU7500i	974102	B-266A	Kodavanti
NTD	NPTB	SPEC-UV	Gilford	Stasar II	721744	A-264A	Shafer
NTD	CMTB	SPEC-fluoro	Cytofluor	2300	933518	B-266A	Kodavanti
NTD	CMTB	SPEC-fluoro	Cytofluor	4000	969253	B-261A	Mundy
NTD	NBTB	SPEC-fluoro	Shimadzu	RF-5000	722324	A-454A	Crofton
NTD	CMTB	TPB	AND	FY2000	N/A	B-252A	Padilla
NTD	CMTB	TPB	Denver Instru. Co.	XL-410D	N/A	B-291A	Barone
NTD	NPTB	TPB	Denver Instru.	A-160	928729	A-251A	Herr
NTD	NBTB	TPB	Fisher	XT-12000	663215	A-356A	Gordon
NTD	CMTB	TPB	Fisher	A200DS	722237	B-291A	Barone
NTD	NBTB	TPB	Fisher	A250	721832	A-364A	Farmer
NTD	CMTB	TPB	Mettler	PB303	927976	B-291A	Barone
NTD	CMTB	TPB	Mettler	PM100	974066	B-266A	Kodavanti
NTD	CMTB	TPB	Mettler	AT250	666971	B-261A	Mundy
NTD	CMTB	TPB	Mettler	PM600	721733	B-261A	Mundy
NTD	CMTB	TPB	Mettler	PM3000	N/A	B-252A	Padilla
NTD	NBTB	TPB	Mettler	AE50	722290	A-454A	Crofton
NTD	NBTB	TPB	Mettler	PM200	923972	A-352A	Crofton

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
NTD	NBTB	TPB	Mettler	PG5002-S	A42035	A-352A	Crofton
NTD	NBTB	TPB	Mettler	AE240	N/A	A-356A	Gordon
NTD	NPTB	TPB	Mettler	PG203-S	N/A	A-261	Gilbert
NTD	NPTB	TPB	Mettler	PB3000	175916	A-261	Gilbert
NTD	CMTB	TPB	Mettler	AE240	928011	B-291A	Barone
NTD	NPTB	TPB	Mettler	AT250	721681	A-256A	Bercegeay
NTD	NPTB	TPB	Mettler	AE50	666983	A-261	Gilbert
NTD	CMTB	TPB	Mettler	PG5002-S	969831	B-266A	Kodavanti
NTD	CMTB	TPB	Mettler	AT250	666962	B-252A	Padilla
NTD	CMTB	TPB	Mettler	PB602-S	N/A	B-261B	Freudenrich
NTD	NPTB	TPB	Mettler	PM2000	928010	A-256A	Bercegeay
NTD	CMTB	TPB	Mettler	AT460	974373	B-291A	Barone
NTD	CMTB	TPB	Mettler	PM4600	666208	B-256A	Royland
NTD	CMTB	TPB	Mettler	PM400	666147	B-252A	Padilla
NTD	CMTB	TPB	Mettler	AT201	AO2836	B-266A	Kodavanti
NTD	NBTB	TPB	Mettler	AT250	N/A	A-361A	Bushnell
NTD	NBTB	TPB	Mettler	PM3000	958056	A-361A	Bushnell
NTD	NBTB	TPB	Mettler	PM4800	923902	A-352A	Crofton
NTD	NPTB	TPB	Mettler	AJ100	N/A	A-266A	Geller
NTD	CMTB	TPB	Mettler	PG802-S	N/A	B-263A	Mundy
NTD	NBTB	TPB	Mettler	PG3001-S	A51865	A-361A	Bushnell
NTD	NBTB	TPB	Mettler	PG2002-S	N/A	A-364A	Farmer
NTD	CMTB	TPB	Mettler	AT200	999753	B-263A	Mundy
NTD	CMTB	TPB	Mettler	AB54	N/A	B-261B	Freudenrich
NTD	NPTB	TPB	Mettler	PB303	971764	A-266A	Geller
NTD	NBTB	TPB	Mettler	PM2000	493858	A-365A	Moser
NTD	NPTB	TPB	Ohaus	1500D	179964	A-261	Gilbert
NTD	NPTB	TPB	Ohaus	E4000	N/A	A-261	Gilbert
NTD	NPTB	TPB	Ohaus	GA200D	666158	A-261	Gilbert
NTD	CMTB	TPB	Ohaus	CT6000S	N/A	B-261A	Mundy
NTD	NPTB	TPB	Ohaus	Explorer 8100	N/A	A-266A	Geller
NTD	CMTB	TPB	Sartorius	LA230S	AO2391	B-256A	Royland
NTD	NPTB	TPB	Sartorius	BP610	N/A	A-264A	Shafer
NTD	NBTB	TPB	Sartorius	LA2200	N/A	A-365A	Moser
NTD	NBTB	TPB	Sartorius	1702MP8	805228	A-365A	Moser
NTD	CMTB	TPB	Sartorius	CP64	N/A	B-286A	Veronesi
NTD	CMTB	TPB	Sartorius	BL 210S	N/A	B-286A	Veronesi
NTD	NBTB	TPB	Sartorius	1404MP8	805229	A-365A	Moser
NTD	NPTB	TPB	Sartorius	BP110 S	958625	A-264A	Shafer
NTD	CMTB	TPB	Scientech	SP404D	N/A	B-287A	Olin
NTD	CMTB	TPB	Scientech	5550	664314	B-287A	Jensen

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
RAF		TPB	Mettler	PB5001-S	N/A	AF-A198	Brock
RAF		TPB	Mettler	PB153-S	N/A	AF-A490	Brock
RAF		TPB	Mettler	PB5001-S	N/A	AF-A490	Brock
RAF		TPB	Mettler	PB153-S	N/A	AF-A390C	Brock
RAF		TPB	Mettler	PB5001-S	N/A	AF-A587	Brock
RAF		TPB	Mettler	PB153-S	N/A	AF-A584	Brock
RAF		TPB	Mettler	PB153-S	N/A	AF-A198	Brock
RAF		TPB	Mettler	PB5001-S	N/A	AF-A390C	Brock
RAF		TPB	Mettler	PB5001-S	N/A	AF-A584	Brock
RAF		TPB	Mettler	PB153-S	N/A	AF-A587	Brock
RAF		TPB	Sartorius	I 6800	958862	AF-A198	Brock
RAF		TPB	Sartorius	I 6800	969966	AF-A198	Brock
RAF		TPB	Sartorius	I 6800	958860	AF-A198	Brock
RAF		TPB	Sartorius	I 6800	958861	AF-A198	Brock
RAF		TPB	Sartorius	I 6800	958859	AF-A198	Brock
RAF		TPB	Sartorius	I 6800	969967	AF-A198	Brock
RAF		TPB	Sartorius	HD12000S	932291	AF-A198	Brock
RAF		TPB	Sartorius	HD12000S	932290	AF-A198	Brock

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
RTD	EB	OPT	Bio-Tek	Ceres UV900HDi	919921	2276	Lambright
RTD	EB	OPT	Molecular Devices	SpectraMax Plus	AO2673	2225	Goldman
RTD	EB	pH	Corning	440	N/A	2237	Lau
RTD	DBB	pH	Corning	440	N/A	2268	Blanton
RTD	EB	pH	Corning	125	152635	2257	Laws
RTD	GEEBB	pH	Corning	220	N/A	2213	Dix
RTD	EB	pH	Corning	125	154399	2237	Lau
RTD	GEEBB	pH	Corning	240	N/A	2242	Held
RTD	DBB	pH	Corning	430	N/A	2236	Abbott
RTD	DBB	pH	Corning	125	174864	1217	J. Rogers
RTD	EB	pH	Denver Instru. Co.	Basic	N/A	2286	Stoker
RTD	GEEBB	pH	Fisher	Accumet 15	N/A	2253	Welsh
RTD	DBB	pH	Fisher	Accumet 15	N/A	2264	Andrews
RTD	DBB	pH	Fisher	Accumet AB 15	N/A	2205	Hartig
RTD	DBB	pH	Markson	90	809059	2230	Mole
RTD	EB	pH	Orion	611	922820	2219	Cooper
RTD	EB	pH	Orion	310	N/A	2231	Fenton
RTD	EB	pH	Orion	410A	N/A	2225	Goldman
RTD	DBB	pH	Orion	611	426978	2209	Rosen
RTD	GEEBB	pH	Orion	611	612229	2252	Strader
RTD	GEEBB	pH	Radio. Copen.	PHM82	958237	2246	Klinefelter
RTD	EB	pH	Radio. Copen.	PHM82	922248	2247	Lambright
RTD	GEEBB	pH	Radiometer	PHM220	N/A	2280	Darney
RTD	DBB	SPB	Mettler	H64	040261	2230	Mole
RTD	GEEBB	SPB	Mettler	H18	090107	1201	Zucker
RTD	GEEBB	SPEC-UV	Beckman	DU 7	808359	2276	Welsh
RTD	EB	SPEC-UV	Beckman	DU 640	911493	2247	Lambright
RTD	EB	SPEC-UV	Beckman	DU 650	911416	2237	Lau
RTD	DBB	SPEC-UV	Beckman	DU-68	667018	2209	Rosen
RTD	DBB	SPEC-UV	Milton Roy	1001 Plus	928703	2268	Blanton
RTD	GEEBB	SPEC-UV	Pharmacia	GeneQuant	971380	2213	Dix
RTD	GEEBB	SPEC-UV	Pharmacia	GeneQuant II	971184	2242	Held
RTD	GEEBB	SPEC-fluoro	BMG	Polarstar	974032	2246	Klinefelter
RTD	DBB	SPEC-fluoro	Shimadzu	RF5000U	N/A	2276	Abbott
RTD	GEEBB	TPB	Acculab	VI-3	N/A	2201	Rockett
RTD	EB	TPB	Acculab	LT-3200	N/A	2225	Goldman
RTD	GEEBB	TPB	AND	HM200	999666	2246	Klinefelter
RTD	EB	TPB	AND	ER-180A	666100	1223	Laws
RTD	EB	TPB	AND	HR-120	N/A	1223	Laws
RTD	GEEBB	TPB	Daigger	DR64	N/A	2201	Rockett
RTD	GEEBB	TPB	Denver Instr. Co.	XL-410	N/A	1305	Dix
RTD	DBB	TPB	Denver Instr. Co.	XL3100	971667	2209	Rosen
RTD	GEEBB	TPB	Denver Instr. Co.	XL-410	N/A	2213	Dix

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
RTD	GEEBB	TPB	Denver Instr. Co.	XD-5K	N/A	2286	Stoker
RTD	EB	TPB	Denver Instr. Co.	A-250	911084	2237	Lau
RTD	EB	TPB	Denver Instr. Co.	XD-5K	N/A	2286	Stoker
RTD	DBB	TPB	Mettler	PG802-S	969633	2236	Abbott
RTD	EB	TPB	Mettler	PG2002-S	N/A	2237	Lau
RTD	EB	TPB	Mettler	AE240	923126	2231	Fenton
RTD	EB	TPB	Mettler	AB104-S	N/A	2237	Lau
RTD	EB	TPB	Mettler	PC180	198494	2257	Laws
RTD	EB	TPB	Mettler	PM4800	919895	2272	Narotsky
RTD	EB	TPB	Mettler	AC88	176009	2237	Lau
RTD	EB	TPB	Mettler	BB244	922616	2247	Lambright
RTD	EB	TPB	Mettler	PM4800	911036	2237	Lau
RTD	EB	TPB	Mettler	AE240	922617	2247	Lambright
RTD	EB	TPB	Mettler	AE200	919894	2272	Narotsky
RTD	EB	TPB	Mettler	AG204	N/A	2257	Laws
RTD	EB	TPB	Mettler	AG245	A20606	2286	Stoker
RTD	EB	TPB	Mettler	PM2000	923044	1212	Gray
RTD	EB	TPB	Mettler	AE160	484925	2286	Stoker
RTD	DBB	TPB	Mettler	AE100	408541	1223	J. Rogers
RTD	EB	TPB	Mettler	HK60	174876	1212	Gray
RTD	EB	TPB	Mettler	AC100	179134	2219	Cooper
RTD	EB	TPB	Mettler	AE240	923052	2219	Cooper
RTD	EB	TPB	Mettler	AJ100	666185	1223	Cooper
RTD	EB	TPB	Mettler	AE240	933586	2225	Goldman
RTD	GEEBB	TPB	Mettler	PM460	663731	2280	Darney
RTD	DBB	TPB	Mettler	PL300	150730	2205	Hartig
RTD	DBB	TPB	Mettler	AT261	927265	2209	Rosen
RTD	GEEBB	TPB	Mettler	AG245	974379	2280	Darney
RTD	DBB	TPB	Mettler	PB303	974969	2205	Hartig
RTD	DBB	TPB	Mettler	PM1200	958948	2260	Andrews
RTD	DBB	TPB	Mettler	PL3000	151759	2230	Mole
RTD	DBB	TPB	Mettler	PM2000	933962	2266	Blanton
RTD	DBB	TPB	Mettler	PE1600	805328	2230	Mole
RTD	DBB	TPB	Mettler	AT261	722221	2236	Abbott
RTD	DBB	TPB-M	Mettler	ME30	176101	2230	Mole
RTD	DBB	TPB	Mettler	AB104	958902	1213	J. Rogers
RTD	GEEBB	TPB	Mettler	PM460	664141	2242	Held
RTD	GEEBB	TPB	Mettler	AB204	971263	1201	Zucker
RTD	GEEBB	TPB	Mettler	PN163	084158	2252	Strader
RTD	GEEBB	TPB	Mettler	P163	178286	1201	Zucker
RTD	GEEBB	TPB	Mettler	AE100	427009	2242	Held
RTD	DBB	TPB	Mettler	PE6000	484926	1213	J. Rogers
RTD	DBB	TPB	Mettler	AT250	666972	2268	Blanton

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
RTD	DBB	TPB	Mettler	B3001	N/A	An. Rm 11	Rosen
RTD	DBB	TPB	Mettler	PG2002-S	N/A	2265	Chernoff
RTD	EB	TPB	Mettler	PB3002	958879	2286	Stoker
RTD	DBB	TPB	Mettler	PE2000	408160	An. Rm 11	J. Rogers
RTD	GEEBB	TPB	Mettler	AC88	176070	2252	Strader
RTD	GEEBB	TPB	Mettler	PC2000	077947	2246	Klinefelter
RTD	GEEBB	TPB	Mettler	AE160	484925	2286	Stoker
RTD	GEEBB	TPB	Mettler	PM3000	933965	2252	Strader
RTD	GEEBB	TPB	Mettler	AG245	A20606	2286	Stoker
RTD	GEEBB	TPB	Mettler	AE240	927214	2213	Dix
RTD	DBB	TPB	Ohaus	Galaxy 4000	808404	1223	J. Rogers
RTD	DBB	TPB	Ohaus	AP250D	A42025	2260	Andrews
RTD	GEEBB	TPB	Sartorius	BP1200	N/A	2286	Stoker
RTD	EB	TPB	Sartorius	BP1200	N/A	2286	Stoker
RTD	EB	TPB	Sartorius	EB6DCE-1	N/A	1212	Gray
RTD	EB	TPB	Sartorius	I6800	918194	1212	Gray
RTD	EB	TPB	Sartorius	BP121S	11408778°	1212	Gray
RTD	EB	TPB	Sartorius	BP121S	12803505°	1212	Gray
RTD	EB	TPB	Sartorius	I6800	N/A	1212	Gray
RTD	GEEBB	TPB	Sartorius	CP323P	N/A	2253	Welch

Div	Branch	Instrument type	Manufacturer	Model	S/N	Location	Contact
IEF-ETD		O3				A557A	Davies
IEF-ETD		SO2				A557A	Davies
IEF-ETD		CO				A557A	Davies
IEF-ETD		HC				A557A	Davies
IEF-ETD		NOx				A557A	Davies
IEF-ETD		Temp	Rotronic	Series 1-200		A552A	Davies
IEF-ETD		RH	Rotronic	Hygro-Flex IC-3		A552A	Davies
IEF-ETD		Wet				A557A	Davies
IEF-ETD		Dry				A557A	Davies
IEF-ETD		PM2.5				A-wing parking deck	Davies

OPT Optical Plate Reader
 pH pH Meter
 SPB Single pan substitution balance
 SPEC-UV UV-Visible spectrophotometer
 SPEC-fluor Fluorescence spectrophotometer
 TPB Top-loading pan balance
 TPB-M Top-loading pan micro-balance

Inhalation Exposure Facility (IEF-ETD) Gas Analyzers, Sensors, and Meters

O3 Ozone Analyzer
 SO2 Sulfur Dioxide Analyzer
 CO Carbon Monoxide Analyzer
 HC Hydrocarbon Analyzer
 NOx Nitrogen Oxides Analyzer
 Temp Temperature Sensor
 RH Relative Humidity Sensor
 Wet Wet Test Meter
 Dry Dry Gas Meter

ATTACHMENT 5

CLIENT AUTHORIZATION LETTER

Client Authorization Letter

[Addressee]

Dear "Client":

We are currently responding to the Environmental Protection Agency's RFP No. PR-NC-04-10326 for the procurement of Technical Support for Quality Management Systems of the National Health and Environmental Effects Research Laboratory. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection factor.

EPA has asked the offeror to send Past Performance Questionnaires to customers to complete and send to the Contracting Officer. Please complete the attached Past Performance Questionnaire and mail to U.S. EPA RTP-POD, Attn: Ardra Morgan-Kelly (E(105-02), Research Triangle Park, NC 27711, within five (5) days of receipt of this letter.

If you are contacted by EPA for information on work we have performed under contract for your organization or for clarification of your responses to the questionnaire, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Any questions may be directed to _____.

Respectfully,

ATTACHMENT 6

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

SOURCE SELECTION SENSITIVE INFORMATION

(TO BE COMPLETED BY OFFEROR PRIOR TO MAILING TO REFERENCE)

Name of Offeror: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

_____ Type of Contract: _____ Period of Performance: _____

The remainder of this form is to be completed by the reference and returned to EPA as instructed in the Client Authorization Letter.

Performance Elements	Outstanding	Excellent	Good	Satisfactory	Poor	Unsatisfactory
1. Quality of Product or Service						
2. Timeliness of Performance						
3. Effectiveness of Management (including subcontractors)						
4. Initiative in Meeting Requirements						
5. Response to Technical Direction						
6. Responsiveness to Performance Problems						
7. Cost Control						
8 Customer Satisfaction						

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with this firm again?

14. Information provided by:

Agency/Firm

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Telephone and Fax Numbers